

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER M29001-04-SU-P0028		PAGE 1 OF 58	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER M67400-04-R-0019	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME GYSGT. MONICA COLEGROVE				b. TELEPHONE NUMBER (No Collect Calls) 011816140451504	
9. ISSUED BY MARINE CORPS REGIONAL CONTRACTING OFFICE MARINE CORPS BASE PSC 557 BOX 2000 CAMP S. D FPO AP CA 96379-2000 TEL: 011816117457495 FAX: 011816117450963		CODE M67400		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE				16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 58		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
					32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

APPENDIX B**CONTRACTOR OWNED PARTS WASHERS SERVICE PLAN****TYPE 5**

LOCATION	UNIT	BLDG#	POC/PH#	QTY	FREQUENCY
Hansen	IIIMEF MHG MT	2609	LCpl Rummerfield/623-7137	1	Qtr

TYPE 6

LOCATION	UNIT	BLDG#	POC/PH#	QTY	FREQUENCY
Hansen	9th ESB Armory	2342	LCpl Blackwell/623-4300	1	Qtr

TYPE 17

LOCATION	UNIT	BLDG#	POC/PH#	QTY	FREQUENCY
Hansen	IIIMEF SOTG Boat	2865	Sgt Beighley/623-7256	1	Qtr
	IIIMEF MHG Armory	2542	SSgt Campbell/623-4072	1	Qtr
	3MARDIV Truck Co	2101	CWO2 Higgins/623-4311	1	Qtr
	9th ESB Armory	2342	PFC Blackwell/623-4300	2	Qtr
	31st MEU Armory	2449	Supply/623-4517	1	Qtr
Futenma	MACG-18 Armory	575	GySgt Burchenshon/636-3761	1	Qtr
Courtney	3RDMARDIV Armory	4331	Sgt Bush/622-7212	4	Qtr

TYPE 26

LOCATION	UNIT	BLDG#	POC/PH#	QTY	FREQUENCY
Hansen	IIIMEF Range-16	2469	GySgt Lietha/623-4089	1	Qtr
	IIIMEF MHG Eng	2124	LCpl Dion/623-4504	1	Qtr
	7th Comm Armory	2892	Cpl Fonteroy/623-4834	1	MO
	9th ESB MT	2123	Cpl Collazo/623-7150	1	Qtr
	9th ESB HE	2123	Sgt Ambrose/623-4865	1	Qtr
	9th ESB Utilities	2148	Sgt Chever/623-7329	1	Qtr
	31st MEU BLT	2451	Supply/623-4517	3	Qtr
	12 Marines Armory	2208	Lt Heisinger/623-4456	1	Qtr
	MACG-18 MT	689	SSgt Knowles/636-2717	1	Qtr
Futenma	MACS-4 MT	261	Supply/636-3600	1	Qtr
	MASS-2 MT	646	Supply/636-3600	1	Qtr
	MWCS-18 MT	5833	Supply/636-3600	1	Qtr
Foster	GME MT	5822	Mr Cox-645-5665	1	MO
	3RD MRB Armory	225	Cpl Thiel/645/2202	1	MO
Kinser	3RD MRB F&E	618	SSgt Guzman/637-2001	1	Qtr

Frequency:
Monthly=MO
Quarterly=QTR

Type: gallon capacity

CONTRACTOR OWNED PARTS WASHERS SERVICE PLAN**TYPE 34**

LOCATION	UNIT	BLDG#	POC/PH#	QTY	FREQUENCY
Hansen	IIIMEF MHG MT	2609	LCpl Rummerfield/623-7137	1	Qtr
	3RDMARDIV Truck Co	2101	CWO2 Higgins/623-4311	2	MO
	7th Comm Eng	2867	GySgt McTeer/623-4540	1	Qtr
	7th Comm Eng	2867	GySgt Rivera/623-5359	1	Qtr
	3RD FSSG OMC	2165	LCpl Mills/623-4908	1	Qtr
	3RD FSSG Armory	2149	LCpl Baldwin/623-4638	1	MO
	GME MT	2133	Mr Cox/645-5665	1	MO
	4th Regiment MT	2138	Supply/625-2631	1	Qtr
	12th Regiment MT	2441	Cpl Quintana/623-7114	2	Qtr
	12th Regiment Eng	2245	LCpl Trueblood/623-7478	1	Qtr
	Futenma MAG-36 Armory	573	Cpl Ang-636-3596	2	MO
	Foster			1	Qtr
	3RD TSB MT	5654	LCpl Obace/645-4005	1	Qtr
	Armory	225	645-2202	4	MO
Schwab	3RD TSB HE	5626	LCpl Boyd/645-4005	1	MO
	3RD TSB MTM	5655	LCpl Obace/645-4005	2	MO
	3RD MRB EMC	5624	Sgt Aming/645-3022	1	Qtr
	MWSS172 MT	5838	Supply/645-2047	2	MO
	GME MT	5822	Mr Cox/645-5665	5	MO
	CAB AAV/LAR Co	3210	625-2676	1	Qtr
	CAB Armory	3237	625-2653	2	MO
	CAB MT	3269	625-2566	1	Qtr
	CAB CE Co	3602	625-2791	1	Qtr
	4th Regiment MT	3128	Supply/625-2631	1	Qtr
Kinser	GME MT	204	Mr Cox/645-5665	1	MO
	3RD MRB MT	618	SSgt Meyers/637-1713	2	Qtr
	3RD MRB HSMT Co	602	Sgt Velasquez/637-6019	1	Qtr
	Armory	400	637-1072	3	MO
	HQSVC Bn MT	613	Supply/637-2316	2	Qtr
Courtney	3RDMARDIV MT	4108	MSgt Raymond/622-9771	2	Qtr

TYPE 77

LOCATION	UNIT	BLDG#	POC/PH#	QTY	FREQUENCY
Hansen	9th ESB MT	2123	Cpl Collazo/623-7150	1	Qtr
Kinser	3RD MRB CRP	618	SSgt Guzman/637-2001	2	Qtr

Frequency:
Monthly=MO
Quarterly=QTR

Type: gallon capacity
Qty=number of washers unit is requesting

APPENDIX C**GOVERNMENT OWNED PARTS WASHERS**

QUARTERLY SERVICE PLAN

Base Camp/Name	Bldg#	POC/PH#	Model	Qty
TYPE=35 gallon				
Courtney/MTM	4108	MSgt Raymond 622-9771	Kleer-Flo Clean Master G-70	1
Courtney/Truck Co	2101	CWO2 Higgins/623-4311	Kleer-Flo Clean Master G-70	1
Schwab/Armor Dome	1024	LCpl Swift/625-2315	Kleer-Flo Clean Master G-70	1
Hansen/9th ESB	2134	Sgt Byrd/623-4515	SmartWasher III	1
Hansen/ 9th ESB	2123	LCpl Acosta 623-4997	Graymills A-28000-A	1
TYPE=250Gallon				
Kinser PP&P	401	SSgt Giles/637-1795	DC Cooper CL7837	1
TYPE=400 gallon				
Kinser/PP&P	401	SSgt Giles/637-1795	Randall MFG CM72E.S	3

APPENDIX A1**5 GALLON PARTS WASHER SPECIFICATIONS****Product Description:**

A small, benchtop parts washer that can be placed on a countertop or roll-around cart. The solvent in the reservoir below the parts washing sink passes through a filter and then a “flow-through” style brush. All parts are manually cleaned using the brush. The solvent drains into the sink and back into the reservoir.

The cart that comes with this parts washer has multiple height settings and can be raised or lowered to accommodate most mobile parts cleaning needs.

Application

- Automotive facilities
- Less than 20 parts per hour
- Small parts
- Light to moderate soil
- Cleanliness for general maintenance

Chemistry

- 105 Solvent Recycled
- 105 Solvent Virgin
- Premium Gold Solvent

Specifications

Operation Type: Manual

Depth: No less than 15.5” (39.4cm)

Height at Sink:	No less than 26" (66.0cm)
Height on Cart, Lid Open:	No less than 56" (142.2cm)
Width:	No less than 30" (76.2cm)
Sink Depth:	No less than 7" (17.8cm)
Electric Power:	115VAC, 60Hz, 0.3A
Standard Fill:	No more than 5 gal (18.9L)
Operating Temperature:	Ambient
Material:	Steel, plated zinc chromate and polyethylene tank
Machine Color:	Black, red or gray
Maximum Work Load:	20 lbs (9.1kg)
Filled Weight:	No more than 102 lbs (46.3kg)
Listing:	ETL/cETL

6 GALLON IMMERSION PARTS WASHER SPECIFICATIONS

Product Description:

A small, air-powered, agitating parts washer with a power head on the top of a drum. The air-operated motor turns 180° back and forth to cause agitation in a basket beneath the liquid layer. This fluid motion causes dirt and debris to fall away from the parts in the basket. A bell timer is used to notify the attendant if the parts have been in solution too long. This prevents softer metals, such as aluminum, from being destroyed in the aggressive solution.

Application

- Automotive facilities
- Less than 20 parts per hour
- Small parts
- Light to moderate soil
- Cleanliness for general maintenance

Chemistry

- 105 Solvent Recycled
- 105 Solvent Virgin
- Premium Gold Solvent

Specifications

Operation Type:	Automatic
Basket:	No less than 6" deep (15cm) x 11" diameter (28cm)
Height when Closed:	No less than 39" (99cm)
Height when Lid Open:	No less than 48" (121cm)
Diameter:	No less than 21" (53cm)
Air Power:	Compressed air, 80psi, 1.5cfm
Standard Fill:	No more than 6 gal (22.7L)
Operating Temperature:	Ambient
Material:	Plastic head, steel drum
Machine Color:	Orange or red head; gray/red or black drum
Maximum Work Load:	25 lbs (11.3kg)
Filled Weight:	No more than 91 lbs (41.3kg)
Listing:	ETL/cETL

17 GALLON SINK PARTS WASHERS

Product Description:

A sink-on-a-drum parts washer with solvent fill, featuring a fusible link cover, flexible metal spigot and lamp. Parts are manually washed in the sink area and the solvent drains into the a 30 gallon drum on which the sink rests.

Application

- Industrial and automotive facilities
- Less than 50 parts per hour
- Small to medium parts
- Light to moderate soil
- Cleanliness for general maintenance

Chemistry

- 105 Solvent Recycled
- 105 Solvent Virgin
- 140 Solvent
- Premium Gold Solvent

Specifications

Operation Type:	Manual
Depth:	No less than 26" (66.0cm)
Height at Sink:	No less than 36" (91.4cm)
Height with Lid Open:	No less than 60" (152.4cm)
Width:	No less than 36" (91.4cm)
Sink Depth:	No less than 8" (20.3cm)
Electric Power:	115VAC, 60Hz, 1.4A
Standard Fill:	No more than 17 gal (64L)
Operating Temperature:	Ambient
Material:	Steel
Machine Color:	Red, black, or grey
Maximum Work Load:	No more than 25 lbs (11.3kg)
Filled Weight:	No more than 206 lbs (93.4kg)
Listing:	ETL/cETL

26 and 34 GALLON PARS VAT WASHERS

Product Description:

A large, vat-style parts washer featuring a fusible link safety lid, flexible metal spigot and lamp. The fluid washes over the parts, drains through the trays in the sink, and flows into a remote reservoir under the trays.

These large solvent vats with a greater surface area and workload capacity than sink-on-a-drum parts washers.

Application

- Industrial and automotive facilities
- Less than 50 parts per hour
- Small to medium parts
- Light to moderate soil
- Cleanliness for general maintenance

Chemistry

- 105 Solvent Recycled
- 105 Solvent Virgin
- Premium Gold Solvent

Specifications

	26 Gallon	34 Gallon
Operation Type:	Manual	Manual
Depth: No less than	24" (61.0cm)	24" (61.0cm)
Height at Tank: No less than	36" (91.4cm)	35" (88.9cm)
Height with Lid Open: No less than	72" (182.9cm)	60" (152.4cm)
Width: No less than	33.5" (85.1cm)	45" (114.3cm)
Freeboard Depth: No less than	11" (27.9cm)	9" (22.9cm)
Electric Power:	115VAC, 1.4A (1.1A)	115VAC, 1.4A (1.1A)
Standard Fill: No more than	26 gal (98.4L)	34 gal (128.7L)
Operating Temperature:	Ambient	Ambient
Material:	Steel	Steel
Machine Color:	Red, black or grey	Red, black or grey
Maximum Work Load:	250 lbs (113.4kg)	250 lbs (113.4kg)
Filled Weight: No more than	304 lbs (137.9kg)	378 lbs (171.5kg)
Listing:	ETL/cETL	ETL/cETL

77 GALLON AGITATING PARTS WASHER

Product Description:

An agitating parts washer for large parts featuring an air-operated platform that lowers for soaking and agitating the soiled parts to enhance cleaning.

The air-operated lid raises and lowers hands-free so that other tasks can be performed. The agitation speed is adjustable by the operator depending on the automated cleaning speed required.

This equipment also has a pump and flow-through brush for manual cleaning on the internal tray.

Application

- Industrial and automotive facilities
- More than 50 parts per hour
- Medium to large parts
- Light to heavy soil
- Cleanliness for general maintenance and machined parts

Chemistry

- 105 Solvent Recycled
- 105 Solvent Virgin
- Premium Gold Solvent

Specifications

Operation Type:	Automatic
Depth:	No less than 37" (94.0cm)
Height at Sink:	No less than 36" (91.4cm)
Height with Lid Open:	No less than 69" (175.3cm)
Width:	No less than 52" (132.0cm)
Liquid Freeboard:	No less than 14" (35.6cm)
Air Power:	3scfm at 80psi
Standard Fill:	No more than 77 gal (272.6L)
Operating Temperature:	Ambient
Material:	Steel
Machine Color:	Red , black or grey
Maximum Work Load:	250 lbs (113.4kg)
Filled Weight:	No more than 1120 lbs (508.0kg)
Listing:	ETL/cETL

SOLVENTS

All parts washers solvents will be recycled and refilled based on type of parts washer.

Standard Solvents

Premium Gold Solvent

(150°F minimum): A special blend of hydrocarbons designed to clean most kinds of dirt, oils, and greases. This solvent is recycled to meet RCRA TCLP specifications. Also known as Premium 150 Solvent.

Virgin Premium Gold Solvent

(150°F): The same special blend of hydrocarbons as found in Premium Gold (Premium 150) Solvent, this blend comes directly from the solvent blender and has not been recycled. Also known as Virgin Premium 150 Solvent.

105 Solvent Recycled

(105°F minimum): A classic blend of hydrocarbons designed for parts cleaning.

105 Solvent Virgin

(105°F): The same blend of hydrocarbons as 105 Solvent Recycled, but this blend comes directly from the solvent blender and has not been recycled.

Federal/Military Solvents

MIL PRF-680 Type II

(140°F): An odorless blend of hydrocarbons that meets the military performance specification for Type II Degreasing Solvent. Also known as Odorless Mineral Spirits.

Military PD-680 Type II

(140°F): Meets the performance specification for federal Commercial Item Description A-A-59601A for Degreasing Solvent.

PD680 Type III Solvent

(200°F): A special order, high-flash blend of hydrocarbons to meet the military performance specification for federal Commercial Item Description A-A-59601A, PD680.

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	SOLVENT CLEANING FFP BASE YEAR- 01 Oct 04 thru 30 Sep 05 Furnish all labor, materials, equipment, and perform all services as necessary for the servicing of existing parts washers in accordance with the attached Statement of Work. GOVERNMENT OWNED Parts Washer Type (estimated gallon capacity)	1	Service		
	35	_____		_____	
	250	_____		_____	
	400	_____		_____	

MILSTRIP: M2900104SUP0028
PURCHASE REQUEST NUMBER: M29001-04-SU-P0028

ESTIMATED
NET AMT

FOB: Destination

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	SOLVENT CLEANING FFP 1ST OPTION YEAR 01 Oct 05 thru 30 Sep 06 Furnish all labor, materials, equipment, and perform all services as necessary for the servicing of existing parts washers in accordance with the attached Statement of Work. GOVERNMENT OWNED Parts Washer Type (estimated gallon capacity)	1	Service		
	35	_____		_____	
	250	_____		_____	
	400	_____		_____	

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002 OPTION	SOLVENT CLEANING FFP 1ST OPTION YEAR- 01 Oct 05 thru 30 Sep 06 Furnish all labor, materials, equipment, and perform all services as necessary for the servicing or replacement of existing parts washers in accordance with the attached Statement of Work. CONTRACTOR OWNED Parts Washer Type (estimated gallon capacity)	1	Service		
5		_____		_____	
6		_____		_____	
17		_____		_____	
26		_____		_____	
34		_____		_____	
77		_____		_____	

					ESTIMATED NET AMT

FOB: Destination

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002 OPTION	SOLVENT CLEANING FFP 2ND OPTION YEAR- 01 Oct 06 thru 30 Sep 07 Furnish all labor, materials, equipment, and perform all services as necessary for the servicing or replacement of existing parts washers in accordance with the attached Statement of Work. CONTRACTOR OWNED Parts Washer Type MONTHLY QUARTERLY (estimated gallon capacity)	1	Service		
5		_____		_____	
6		_____		_____	
17		_____		_____	
26		_____		_____	
34		_____		_____	
77		_____		_____	

					ESTIMATED NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001 OPTION	SOLVENT CLEANING FFP 3RD OPTION YEAR- 01 Oct 07 thru 30 Sep 08 Furnish all labor, materials, equipment, and perform all services as necessary for the servicing of existing parts washers in accordance with the attached Statement of Work. GOVERNMENT OWNED Parts Washer Type (estimated gallon capacity)	1	Service		
35		_____		_____	
250		_____		_____	
400		_____		_____	

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3002 OPTION	SOLVENT CLEANING FFP 3RD OPTION YEAR- 01 Oct 07 thru 30 Sep 08 Furnish all labor, materials , equipment, and perform all services as necessary for the servicing or replacement of existing parts washers in accordance with the attached Statement of Work. CONTRACTOR OWNED Parts Washer Type (estimated gallon capacity)	1	Service		
5		_____		_____	
6		_____		_____	
17		_____		_____	
26		_____		_____	
34		_____		_____	
77		_____		_____	

					ESTIMATED NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001 OPTION	SOLVENT CLEANING FFP 4TH OPTION YEAR- 01 Oct 08 thru 30 Sep 09 Furnish all labor, materials, equipment, and perform all services as necessary for the servicing of existing parts washers in accordance with the attached Statement of Work. GOVERNMENT OWNED Parts Washer Type (estimated gallon capacity)	1	Service		
	35	_____		_____	
	250	_____		_____	
	400	_____		_____	

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4002 OPTION	SOLVENT CLEANING FFP 4TH OPTION YEAR- 01 Oct 08 thru 30 Sep 09 Furnish all labor, materials, equipment, and perform all services as necessary for the servicing or replacement of existing parts washers in accordance with the attached Statement of Work. CONTRACTOR OWNED Parts Washer Type (estimated gallon capacity)	1	Service		
5		_____		_____	
6		_____		_____	
17		_____		_____	
26		_____		_____	
34		_____		_____	
77		_____		_____	

ESTIMATED
NET AMT

FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.217-8	Option To Extend Services	NOV 1999
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-1	Payments	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984

52.242-17	Government Delay Of Work	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
52.249-13	Failure To Perform	APR 1984
52.249-14	Excusable Delays	APR 1984
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JAN 2004
252.217-7007	Payments	DEC 1991
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 1998
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.237-7002	Award To Single Offeror	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449).

However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation

“DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government. The following factors shall be used to evaluate offers: Price, Technical Capability to the Requirement, and Past Performance.

i. Price:

The prices to the Government shall be as low as or lower than those charged to Supplier's most favored customers for comparable services under similar terms and conditions. No contract will be awarded under this solicitation at greater than fair and reasonable prices.

ii. Technical Capability to include:

- ? Experience working on parts washers

- ? Meet or exceed the government's requirement
- ? Experience in solvent recycling services
- ? Demonstrates the ability to read, understand, and explain the Performance Work Statement provided for this contract, and provide resumes and qualifications of the various positions.

iii. Past Performance to include:

- 1) Provide proof of relevant past performance within the past three (3) years.
- 2) Experience working with OVERSEAS U.S. Marine Corps Base Units or other branches of services stationed overseas.

(b) Basis of award will be determined by means of an integrated assessment of each offer in terms of the following evaluation factors. Award will be made to the responsive, responsible offeror whose offer, conforming to the requirements of the solicitation, offers the Best Value to the Government, price and other non-price factors considered. Best Value is determined by performing a tradeoff evaluation IAW FAR 15.101-1 in terms of the following evaluation factors for award. Price is significantly more important than Technical Capability and Past Performance individually. Past Performance is less significant than Technical Capability .

(c) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(d) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

- (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the

date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

 (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

 (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii) Alternate I (MAR 1999) to 52.219-5.

 (iii) Alternate II to (JUNE 2003) 52.219-5.

 (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-6.

 (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-7.

 (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

 (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

 (ii) Alternate I (OCT 2001) of 52.219-9.

 (iii) Alternate II (OCT 2001) of 52.219-9.

 (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

 (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

 (ii) Alternate I (JUNE 2003) of 52.219-23.

 (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

 (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

 (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

_ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_XX (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_XX (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.214-21 DESCRIPTIVE LITERATURE (APR 2002)

(a) Descriptive literature, as used in this provision, means information furnished by a bidder, such as cuts, illustrations, drawings, and brochures, that shows a product's characteristics or construction or explains its operation. The term includes only that information required to evaluate the acceptability of the product and excludes other information for operating or maintaining the product.

(b) Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as--

- (1) Design;
- (2) Materials;
- (3) Components;
- (4) Performance characteristics; and
- (5) Methods of manufacture, assembly, construction, or operation.

(c) Descriptive literature, required elsewhere in this solicitation, shall be--

- (1) Identified to show the item(s) of the offer to which it applies; and
- (2) Received by the time specified in this solicitation.

(d) If the bidder fails to submit descriptive literature on time, the Government will reject the bid, except that late descriptive literature sent by mail may be considered under the Late Submissions, Modifications, and Withdrawals of Bids provision of this solicitation.

(e) If the descriptive literature fails to show that the product offered conforms to the requirements of the solicitation, the Government will reject the bid.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price Indefinite Delivery Indefinite Quantity (IDIQ) requirements contract resulting from this solicitation.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through 30 Sept 2009.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 62,745 Yen for local Japanese contractors and \$500 for U.S. contractors, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$4000;

(2) Any order for a combination of items in excess of \$10,000 or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30Sept2005.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.229-6 TAXES--FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) Definitions. As used in this clause--

"Contract date," means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Country concerned means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

"Tax" and "taxes," include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

"All applicable taxes and duties," means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

"After-imposed tax," means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax," means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Excepted tax," means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an

increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond the next fiscal year . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the next fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from USMC Regional Contracting Office, PSC 557 Box 2000 FPO, AP 96379-2000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

__XX__ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

___ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

___ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

__XX 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

_____ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

_____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (____Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

XX 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

_____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (____Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

_____ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

XX 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

_____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____Alternate I) (MAR 2000) (____Alternate II) (MAR 2000).

XX 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of clause)

252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

SOW

Statement of Work

For

Parts Washer Service

SECTION I

DESCRIPTION OF SERVICES

1. GENERAL DESCRIPTION:

- 1.1 SCOPE OF WORK:** The contractor shall provide all personnel, equipment, tools, materials, vehicles, facilities, supervision, and other items and services necessary to perform for the servicing or replacement of existing parts washers as defined in this Statement of Work (SOW). All requirements shall be performed as specified within the confines of facilities through out Okinawa, Japan
- 1.2. CLEANING.** Servicing of parts washers includes the removal of contaminated solvent and solids, and cleaning the washer system. Contractor shall evacuate the used contaminated solvent from the washers designated in the Appendices. Contractor shall remove all sludge and sediment during service.
- 1.3. ROUTES.** The contractor shall establish service maintenance routes and schedules to meet the requirements of the contract. Proposed routes and schedules shall be submitted to the Contracting Officer for approval within fifteen (15) calendar days prior to start of contract performance. The contractor will be notified if any changes are required prior to approval. Any contractor requested changes in routes and/or schedules after initial approval shall be submitted to the contracting officer for reevaluation. The contracting officer will notify the contractor in writing of the status of all submissions or requested changes. The contractor's collection routes shall provide the most cost efficient access between the individual collection stations.
- 1.4. CALLS.** Each service shall consist of the requirements as stated above in 1.2. Additional service calls may be required during the contract period due to peak work requirements. The contractor, upon notification to the contracting officer, shall respond to any service call within 24 hours.
- 1.5. CHANGE IN SERVICES.** Changes to the government's requirement on contractor owned and government owned parts washers such as the quantity and sizes of parts cleaners, or with change in frequencies, will be accomplished by modifying the contract and signed by the contracting officer.
- 1.6. DAMAGE TO GOVERNMENT PROPERTY:** In all instances where government property or equipment is damaged by the contractor, a full report of the facts and the extent of the damages shall be submitted to the Receiving Unit within 24 hours following the incident. The Receiving Unit shall forward the report to the contracting officer within 24 hours of receipt. If the contractor is found to have been negligent in causing the damage, the contractor shall be held responsible and reimburse the government for all damages.

SECTION II

CONTRACTOR FURNISHED ITEMS & SERVICES

2.0. CONTRACTOR FURNISHED ITEMS & SERVICES. Except for those items or services specifically stated as government furnished in Section 3, the contractor shall furnish everything needed to perform this contract according to all its terms.

2.1. Contractor Vehicle and Personnel Identification

2.1.1 Contractor Vehicles. The contractor shall provide a sufficient number of vehicles to fulfill the scope of tasks specified in this SOW. Contractor's vehicles requiring access to DoD military installations shall be registered with the Camp Foster Provost Marshall. The contractor shall provide a list of all vehicles to be utilized on base. The list shall identify type of vehicle and license number. Only vehicles identified on this list will be allowed on government facilities. The contractor shall update this list as vehicle requirement changes. All vehicles entering, moving throughout and exiting are subject to random searches as directed by the Camp Guard.

2.1.2. Vehicle Identification. The contractor's name shall be clearly visible on each side of the vehicle, and the vehicle shall have an identification number.

2.1.3. Condition. The contractor shall ensure all vehicles remain in serviceable condition. All vehicles shall meet all applicable vehicle safety standards of the Okinawa prefectural Government.

2.1.4. Complying With Regulations. All vehicles utilizing electronic communications shall comply with Marine Corps Provost Marshall communication frequency regulations. The contractor may view base regulations at the Marine Corps Provost Marshall office.

2.1.5. Personnel. The contractor shall provide a list of personnel performing this contract to the contracting office. The contractor shall update this list immediately as personnel change. All personnel shall wear photo identification badges or passes at all times while aboard all Marine Corps installation in Okinawa Japan.

2.2. CONTRACTOR FURNISHED EQUIPMENT (CFE):

2.2.1. Parts Cleaners. The contractor shall provide parts washers to Marine Corps units stationed on Okinawa Japan as identified in Appendix B. During each servicing the Contractor shall thoroughly inspect all electrical and mechanical operations of the cleaners, and repair or replace as necessary at no cost to the government.

2.2.2. Solvent. The contractor shall provide and fill each parts washer with solvent that meets the military performance specification per parts washer type.

2.3 SERVICE DELIVERY SUMMARY

2.3.1 Frequency. All parts washers will be serviced on a monthly or quarterly basis as noted in Appendix B and C.

SECTION III

GOVERNMENT-FURNISHED PROPERTY AND SERVICES

3. GOVERNMENT FURNISHED PROPERTY AND SERVICES

3.1. GOVERNMENT FURNISHED PROPERTY: The government owned parts washers are listed in Appendix C .
Any additions or deletions will made by update to the Appendix.

3.2. GOVERNMENT FURNISHED SERVICES:

3.2.1 Security Police and Fire Protection. The following telephone numbers are furnished:

	Camp Foster	Camp Kinser	Camp Courtney	Camp Hansen	MCAS Futenma
EMERGENCY	911	911	911	911	911
Provost Marshall	645-3504	637-3500	622-9608	623-4165	636-3140
Fire Protection	645-3776	637-1263	622-7417	623-4217	636-3117
Security Police	645-7441	637-1730	622-9690	623-4166	636-3140

3.3.1. Utilities. Government-owned and operated utilities are adequate for the needs and use of the contractor as well as the government. All reasonably required amounts of water and electricity are available to the contractor without charge.

SECTION IV

GENERAL INFORMATION

4.1 QUALITY ASSURANCE: The government will monitor the contractor's performance. The government may increase or decrease the number of quality assurance inspections as performance dictates. The government reserves the right to inspect all the contractor's performance to ensure services are received and in compliance with the terms and conditions of the contract. Performance meetings may be held regularly or as requested by the contracting officer, Receiving Unit, or contractor.

4.1.1 The Receiving Unit will coordinate all technical matters with the contractor that arise in the administration of this contract. In addition, the Receiving Unit will monitor the contractor's progress and performance to assure compliance with the technical requirements of the contract in accordance with the stated contract terms.

4.2 QUALITY CONTROL: The contractor shall develop, and maintain a quality control program to ensure required services are performed in accordance with commonly accepted commercial practices. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor shall provide a copy of the quality control plan to the contracting officer no later than the pre-performance conference, and updated copies as changes occur. Records of all inspections conducted by the contractor and corrective action taken shall be made available to the government upon request.

4.2 HOURS OF OPERATION:

4.2.1 The contractor shall perform required services under this contract during the following hours: 7:30 a.m. through 4:30 p.m., Monday through Friday. The contractor is not required to provide services on Saturdays and Sundays.

4.2.2 Recognized Holidays: The contractor is not required to provide services on the following US holidays:

New Year's Day	1 January*
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July*
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November*
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December*

*Note: If a holiday falls on a Saturday, it will be observed on the preceding Friday. If the holiday falls on a Sunday, it will be observed on the following Monday.

4.3 TYPHOON

4.3.1 Tropical Cyclone (Typhoon) Actions. When Tropical Cyclone Condition of Readiness 2 (TCCOR 2 or TC-2) is declared by Kadena AB Weather authorities, the contractor shall suspend parts cleaner services and reschedule with activity at no cost to the government.

4.3.2. TCCOR 1C. When Tropical Cyclone Condition of Readiness 1C (TCCOR 1C or TC-1C) is declared by Kadena AB Weather authorities, all contractor vehicles and personnel on all military bases shall leave the base and monitor radio/television for changes in Tropical Cyclone Condition of Readiness.

4.3.3. TCCOR SW. When Tropical Cyclone Condition of Readiness "STORM WATCH" (TCCOR SW or TC-SW) is declared by Kadena AB Weather authorities, the contractor shall contact the Regional Contracting Office within 2 hours to resume parts cleaner services.

4.3.4. Schedule. Normal schedules shall be resumed unless otherwise directed by the Contracting Officer.

4.4. SECURITY REQUIREMENTS:

4.4.1 High Security Work Locations: A representative of the U.S. government shall escort employees working in high security areas.

4.4.2 Identification and Base Passes: The contractor shall obtain identification cards and base passes for all employees and vehicles. Application shall be coordinated through the Contracting Officer or designated representative. At time of application, the Marine Corps Base, Camp Butler Provost Marshall's Office (PMO) may conduct a background check on employees. Upon termination of employment, the contractor shall return identification cards and base passes to PMO within 24 hours.

4.5 CONTRACTOR PERSONNEL:

4.5.1 Contract Manager: The Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate, who shall act on behalf of the contractor when the manager is absent, shall be designated in writing to the Contracting Officer. The contract manager shall have full authority to act on behalf of the contractor on all contract matters relating to the daily operation of this contract. The contract manager, or alternate, shall be available during normal duty hours, within one workday to meet on the installation with Government personnel designated by the Contracting Officer to discuss problem areas. The contract manager and alternate or alternates must be able to read, write, speak and understand English.

4.6. ENVIRONMENTAL AND HAZARDOUS MATERIALS HANDLING

4.6.1 Solvents: Solvents from some parts washers will be managed as a "Hazardous Waste" while solvents from other parts washers will be managed as a "Non-hazardous Waste".

4.6.2. Compliance with Laws & Regulations. The contractor shall be knowledgeable of and comply with the Department of Defense Japan Environmental Governing Standards - October 2001, Version 1.1 (Revised: June 2002) (hereafter "JEGS") and all applicable host nation environmental laws and regulations regarding environmental protection and compliance. Copies of the JEGS are available on request from the MCB Camp Butler Safety Officer, Mr Lentz, emailL.lentzjm@mcbbutler.usmc.mil. Upon receipt of any such change, the contractor has 30 calendar days to request an equitable adjustment, if necessary, to comply with a newly applicable environmental rule. Contractor shall be responsible for cleaning any spills. Contractor will notify the contracting officer of any spills that are a result of negligence by the government prior to commencement of services.

4.6.3. Employee Contact with Hazardous Waste. The contractor's personnel may during the course of arts washer maintenance come in contact with items identified as hazardous in JEGS, within the parts washer or at a designated solvent recycle location. The contractor shall remove the hazardous and non-hazardous waste solvents from its current location. The contractor shall properly dispose of all hazardous waste collected to their approved off base facility for reclamation. The solvent shall be recycled at the maximum efficiency level achievable at their facility. The contractor shall take proper safety and health precautions to protect all employees and property.

4.6.4. License. The contractor, or any of its subcontractors, shall possess all applicable licenses and permits required by host-nation law for the transport, storage, disposal and/or recycling of any hazardous materials/wastes removed from the purchaser's installations and facilities.

4.6.5. Reports. Material Safety and Data Sheets (MSDS) shall be updated and barcodes/signs placed on all parts washers being serviced. If a new solvent is used, the contractor shall furnish Material Safety Data Sheets (MSDS), in Japanese and English, for the new solvent used.

APPENDICES:

- 1. *Appendix A Parts Washer Specifications/Solvents***
- 2. *Appendix B Contractor Owned Parts Washers***
- 3. *Appendix C Government Owned Parts Washer***

End of Statement Of Work

ADDENDUM I**CONCILIATION CLAUSE FOR AWARDS TO JAPANESE CONTRACTORS 24 MAY 1962**

Except as otherwise provided in this contract, any disagreement arising under this contract, which is not resolved by the parties to this contract, may be submitted to the United States-Japan Joint Committee for conciliation in accordance with the Paragraph 10, Article XVIII, of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America. Request by the contractor for conciliation shall be made in accordance with the following procedures:

- (a) In the event the contractor desires conciliation after the decision of the Contracting Officer has been served upon him, he will first file his appeal, from such findings of fact, with the appropriate in accordance with the clause of this contract entitled "Disputes", within the time limits described therein before filing a request for conciliation with the Joint Committee. Then he may request the appellate authority, under the clause of this contract entitled "DISPUTES", to suspend its action his appeal until such time as the Joint Committee has had opportunity for effecting conciliation.
- (b) The request for conciliation will be submitted by the Contractor through the nearest local Japanese Defense Facilities Administration Bureau to the Contract Conciliation Panel of the Joint Committee. Upon the filing of the request with the Joint Committee, the Contractor will immediately notify the Contracting Officer, in writing, that the request for conciliation has been filed.
- (c) In the event the disagreement submitted to the Joint Committee under subparagraph (b) above has been resolved through conciliation, it will be the responsibility of the Contractor to notify the appellate authority, designated in the clause of this contract entitled "DISPUTES", of the settlement of the dispute and to withdraw his appeal.
- (d) In the event the contractor who has submitted a request for conciliation to the Joint Committee under subparagraph (b) above desires, notwithstanding tendency of his request for conciliation, that action, by the appropriate authority under the clause of this contract entitled "DISPUTES", be resumed on his appeal, it is his responsibility to so request the said authority in writing. The Joint Committee shall be immediately informed by the contractor of his action taken hereunder.

(e) No request for conciliation can be submitted to the Joint Committee in the case of a dispute upon which the final decision of the appropriate authority under the clause of this contract entitled "DISPUTES" has been rendered. Pending the hearing of the conciliation panel, the contractor shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision. The provisions of this clause shall not prejudice any right which the parties to the contract may have to file a civil suit.
(END OF PROVISION)

EXEMPTION FROM JAPANESE CONSUMPTION TAX (FEB 1989)

The Governments of the United States and Japan have agreed that this contract will be exempt from the new Consumption Tax, which took effect on 1 April 1989. In accordance with paragraph c. of the clause FAR 52.229-6, "TAXES – FOREIGN FIXED PRICE CONTRACTS" your offered contract price shall not include the Consumption Tax. By submission of your proposal, you are certifying that your price does not contain any cost related to the Consumption Tax. Questions concerning the applicability of the tax should be directed to your local Japanese Tax Office.

ADDENDUM II

1.1 CONTRACT ADMINISTRATION

Correspondence or inquiries related to this solicitation and any resultant contract administration shall be addressed to:

USMC Regional Contracting Office (FAR EAST)

PSC 557 Box 2000 (Camp Butler)

FPO AP 96379-2000

Telephone: 011-81-6140-45-8145 or 011-81-6140-45-2193

NO COLLECT CALLS WILL BE ACCEPTED

Local/DSN 645-8145

FAX 011-81-6140-45-0969

E-mail: colegrovem@mcbbutler.usmc.mil

Attn: GySgt Monica Colegrove

1.2 MODIFICATIONS

Any changes, additions or deletions to this solicitation/contract shall be made by written modification by the USMC Regional Contracting Office only.

1.3 SUBMISSION OF INVOICES

1.3.1 Invoice Submission for Local Delivery

Payment will be made upon final acceptance and submission of invoice. Invoice shall clearly state the invoice date, invoice number, contractor's name and address, contract number, delivery order number, period billed, item number, nomenclature, quantity delivered, net price total price, delivery ticket number(s) and date(s), and any other applicable documentation. Invoices shall be submitted within ten (10) working days following the end of the month in which

deliveries were made. These invoices shall be submitted in quadruplicate (4 copies), with the original signed delivery tickets attached, to the Finance Office specified below.

Finance Office, MCB
Attn: M67400
H&S Bn Unit 35001
FPO AP 96373-5000

1.4 CERTIFICATION OF INVOICES

Certification of the Local Contractor's invoices will be performed by each receiving unit specified in Appendix B and C. Invoices shall be certified for payment and forwarded to the Payment Office within three (3) working days after receipt of invoices.

1.5 PAYMENT OFFICE

Payment under this contract will be made by:
Defense Finance & Accounting Service Japan
Yokota air Base, Unit 5220
(Attn: Code: FPM) (Code: HQ0301)
APO AP 96328-5220

Payment shall be made thirty (30) days (unless a favorable discount is offered) after receipt by the payment office of the correct and complete invoice certified by the Government.

1.6 CONTRACTOR REMIT TO ADDRESS

The offerors shall specify their Remit to Address in their proposals if they are different from their offerors' address.

1.7 DELIVERY PLACE

1.7.1 The Local Contractor shall deliver the ordered items to the following local delivery place with delivery tickets in quadruplicate (4 copies) prepared. Delivery Tickets shall be signed by the Receiving Unit.. The original signed delivery ticket shall be submitted and attached with the monthly invoice.

Delivery Information:

Upon issuance of separate delivery orders or task orders that will identify the requirement.

1.7.2 The receiving activity is required to send one (1) copy of the report of property received (RPR) utilizing a DD1449 or memorandum stating that the material has been received and accepted to the Finance Office, Building 5642, Camp Foster within 24 hours after such acceptance